

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA

Case No. _____

03 - 60021

FEDERAL TRADE COMMISSION,

Plaintiff,

v.

30 MINUTE MORTGAGE INC.,
a Florida corporation,

GREGORY P. ROTH,
individually and as President of
30 Minute Mortgage Inc., and

PETER W. STOLZ,
individually and as National Sales
Director of 30 Minute Mortgage Inc.,

Defendants.

CIV-FERGUSON

**MAGISTRATE JUDGE
SNOW**

FILED BY: D.C.
2003 JAN -9 AM 11:32
U.S. DISTRICT COURT
S.D. OF FL.-FTL.

**COMPLAINT FOR INJUNCTIVE
AND OTHER EQUITABLE RELIEF**

Plaintiff, the Federal Trade Commission ("FTC" or "Commission"), by its undersigned attorneys, alleges as follows:

1. The Commission brings this action under Sections 5(a) and 13(b) of the Federal Trade Commission Act ("FTC Act"), 15 U.S.C. §§ 45(a) & 53(b); Section 108(c) of the Truth in Lending Act ("TILA"), 15 U.S.C. § 1607(c); and Sections 505(a)(7) and 522(a) of the Gramm-Leach-Bliley Act ("GLB Act"), 15 U.S.C. §§ 6805(a)(7) & 6822(a), to obtain preliminary and permanent injunctive relief, redress, restitution, disgorgement, and other equitable relief against Defendants for engaging in unfair or deceptive acts or practices in

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violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), and acts or practices in violation of TILA, 15 U.S.C. § 1601 et seq.; its implementing Regulation Z, 12 C.F.R. Part 226; Title V of the GLB Act, 15 U.S.C. § 6801 et seq.; and the FTC's Privacy of Consumer Financial Information Rule ("Privacy Rule"), 16 C.F.R. Part 313.

JURISDICTION AND VENUE

2. Jurisdiction is based on 28 U.S.C. §§ 1331, 1337(a), and 1345, and on 15 U.S.C. §§ 45(a), 53(b), 1607(c), 6805(a)(7), and 6822(a).
3. Venue in the United States District Court for the United States District Court for the Southern District of Florida is proper under 15 U.S.C. § 53(b) and 28 U.S.C. §§ 1391(b) and (c).

PARTIES

4. Plaintiff, the Federal Trade Commission, is an independent agency of the United States Government created by statute. 15 U.S.C. § 41 et seq. The Commission enforces Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), as well as TILA and Regulation Z, 15 U.S.C. § 1607(c), and Title V of the GLB Act and the Privacy Rule, 15 U.S.C. §§ 6805(a)(7) and 6822(a). Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), authorizes the Commission to initiate federal district court proceedings, in its own name by its designated attorneys, to enjoin violations of the FTC Act and any provision of law enforced by the Commission, and to secure such other equitable relief as may be appropriate in each case, including but not limited to redress, restitution, and disgorgement.
5. Defendant 30 Minute Mortgage Inc. is a Florida corporation. 30 Minute Mortgage Inc.'s Articles of Incorporation identify its principal place of business as 102 N.E. 2nd Street,

Suite 195, Boca Raton, Florida 33432, which is a mailbox at a commercial mail receipt facility. 30 Minute Mortgage Inc. transacts or has transacted business in the Southern District of Florida and throughout the United States.

6. Defendant Gregory P. Roth is the President of 30 Minute Mortgage Inc. At all times material to this complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of 30 Minute Mortgage Inc., including the acts and practices set forth in this complaint. He transacts or has transacted business in the Southern District of Florida and throughout the United States.
7. Defendant Peter W. Stolz is the National Sales Director of 30 Minute Mortgage Inc. At all times material to this complaint, acting alone or in concert with others, he has formulated, directed, controlled, or participated in the acts and practices of 30 Minute Mortgage Inc., including the acts and practices set forth in this complaint. He resides in and transacts or has transacted business in the Southern District of Florida and throughout the United States.

COMMERCE

8. At all times material to this complaint, Defendants' course of business, including the acts or practices alleged herein, has been and is in or affecting commerce, as "commerce" is defined in Section 4 of the FTC Act, 15 U.S.C. § 44.

DEFENDANTS' BUSINESS PRACTICES

9. Since at least June 2002, Defendants or agents acting on their behalf have been sending unsolicited commercial e-mails ("spam") to the public. See, e.g., Exhibit A. Defendants also operate a series of websites on the World Wide Web. Defendants' spam and

websites advertise the availability of home mortgage loans, including a “3.95% 30 Year Mortgage” and/or a “3.95% APR 30 Year Mortgage[.]” See, e.g., Exhibits A & B.

10. On Defendants’ websites, a webpage that is accessible through one of many alternative links and that consumers do not need to view before applying indicates that consumers who obtain the “3.95% 30 Year Mortgage” and/or “3.95% APR 30-Year Mortgage[.]” will receive an adjustable rate mortgage. This adjustable rate mortgage is not a 3.95% 30 year mortgage.
11. On their websites, Defendants have stated that 30 Minute Mortgage Inc. is a “national mortgage lender that seeks to provide residential mortgage loans to its consumers” and “a fast growing full service California based Mortgage Lender with outstanding products and a complete portfolio of Real Estate loans, including Conforming, Non-Conforming, Commercial, Investment and Government Loans.” See, e.g., Exhibits C & D.
12. Defendants, in fact, are not national mortgage lenders. Instead of lending money, Defendants have sold or offered to sell thousands of completed applications to nonaffiliated third parties including mortgage brokers and lenders.
13. Defendants’ spam encourages interested consumers to complete a “Residential Loan Application” and provides a link to one of Defendants’ websites. The loan applications ask consumers for detailed personal financial information. The applications seek, inter alia, consumers’ names, addresses, phone numbers, social security numbers, employment information, income, first and second mortgage payments, and asset/account types and balances.
14. In the privacy policy on each of their websites, Defendants state:

- A. "All of the pages on our Web site that ask for your personal and financial information are delivered to your browser through HTTPS, a secure mode of communication."; and
 - B. "When you send your personal and financial information to us, it is protected by SSL (Secure Sockets Layer) Technology. SSL does not allow anyone to intercept and read your personal information. When you send your information to us, SSL encrypts it (translates the data into a string of gibberish characters). Only we can decode the encryption."
15. "Secure Sockets Layer" or "SSL" is a protocol developed for transmitting private documents via the Internet.
16. In numerous instances, Defendants' websites have not employed SSL technology or other encryption for the transmission of personal and financial information and designed to ensure the security of the transmission.

SECTION 5 OF THE FTC ACT

17. Section 5(a) of the FTC Act, 15 U.S.C. § 45(a), prohibits unfair or deceptive acts or practices in or affecting commerce. Misrepresentations or omissions of material fact constitute deceptive acts or practices pursuant to Section 5(a) of the FTC Act.

COUNT ONE

18. Plaintiff incorporates by reference all of the foregoing paragraphs.
19. In credit advertisements (including but not necessarily limited to Exhibits A and B), Defendants have represented, expressly or by implication, that
- A. 3.95% 30 year mortgages are available from 30 Minute Mortgage Inc., and

- B. 3.95% APR [annual percentage rate] 30 year mortgages are available from 30 Minute Mortgage Inc.
20. In truth and in fact,
- A. 3.95% 30 year mortgages are not available from 30 Minute Mortgage Inc., and
- B. 3.95% APR 30 year mortgages are not available from 30 Minute Mortgage Inc.
21. Therefore, Defendants' representations as alleged in paragraph 19 above were, and are, false or misleading and constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT TWO

22. Plaintiff incorporates by reference all of the foregoing paragraphs.
23. In the course of advertising on the Internet (including but not necessarily limited to Exhibits C and D), Defendants have represented, expressly or by implication, that 30 Minute Mortgage Inc. is a mortgage lender.
24. In truth and in fact, 30 Minute Mortgage Inc. is not a mortgage lender.
25. Therefore, Defendants' representation as alleged in paragraph 23 above was, and is, false or misleading and constitutes deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

COUNT THREE

26. Plaintiff incorporates by reference all of the foregoing paragraphs.
27. In 30 Minute Mortgage Inc.'s online privacy policy (including but not necessarily limited

to Exhibit C), Defendants have represented, expressly or by implication, that:

- A. The pages on Defendants' websites that ask for consumers' personal and financial information are delivered through "HTTPS" or SSL, and
- B. Defendants' websites employ SSL technology or other encryption for the transmission of personal and financial information.

28. In truth and in fact, in numerous instances:

- A. The pages on Defendants' websites that ask for consumers' personal and financial information have not been delivered through "HTTPS" or SSL; and
- B. Defendants' websites have not employed SSL technology or other encryption for the transmission of personal and financial information.

29. Therefore, Defendants' representations as alleged in paragraph 27 above were, and are, false or misleading and constitute deceptive acts or practices in or affecting commerce in violation of Section 5(a) of the FTC Act, 15 U.S.C. § 45(a).

TILA ADVERTISING AND REGULATION Z

30. Under TILA, 15 U.S.C. §§ 1601-1666j, and its implementing Regulation Z, 12 C.F.R.

Part 226, persons who advertise "closed-end credit," as defined in 12 C.F.R.

§ 226.2(a)(10), must comply with the applicable provisions of TILA and Regulation Z,

including but not limited to, Sections 226.4, 226.22, and 226.24 of Regulation Z, 12

C.F.R. §§ 226.4, 226.22, & 226.24. "*Credit* means the right to defer payment of debt or

to incur debt and defer its payment." 12 C.F.R. § 226.2(a)(14). "*Closed-end credit*

means consumer credit other than open-end credit," where "[o]pen-end credit" is defined

as “consumer credit extended by a creditor under a plan in which: (i) The creditor reasonably contemplates repeated transactions; (ii) The creditor may impose a finance charge from time to time on an outstanding unpaid balance; and (iii) The amount of credit that may be extended to the consumer during the term of the plan (up to any limit set by the creditor) is generally made available to the extent that any outstanding balance is repaid.” 12 C.F.R. § 226.2(a)(10) & (20).

31. Pursuant to TILA, a violation of TILA constitutes a violation of the FTC Act. 15 U.S.C. § 1607(c).

COUNT FOUR

32. Plaintiff incorporates by reference all of the foregoing paragraphs.
33. Defendants advertise closed-end credit to consumers by disseminating advertisements for “3.95% 30 Year Mortgages” and “3.95% APR 30 Year Mortgage[s].”
34. In credit advertisements (including but not necessarily limited to Exhibits A and B), Defendants have violated the requirements of TILA and Regulation Z by:
- A. advertising credit terms other than those terms that actually are or will be arranged or offered by the creditor, in violation of Section 226.24(a) of Regulation Z, 12 C.F.R. § 226.24(a);
 - B. stating a rate of finance charge without disclosing the accurate annual percentage rate, and, if the annual percentage rate may be increased after consummation, that fact, and advertising a payment rate without making other required disclosures, in violation of Section 144(c) and 107 of TILA, 15 U.S.C. §§ 1664(c) & 1606, Section 226.24(b) and Section 226.22 of

Regulation Z, 12 C.F.R. §§ 226.24(b) & 226.22, and Section 226.24(b)-4 of the Federal Reserve Board's Official Staff Commentary to Regulation Z, 12 C.F.R. § 226.24(b)-4, Supp. 1; and

- C. stating the period of repayment, but failing to disclose one or both of the following items: (1) the terms of repayment and (2) the annual percentage rate, using that term, and, if the rate may be increased after consummation, that fact, in violation of Section 144(d) of TILA, 15 U.S.C. § 1664(d), and Section 226.24(c) of Regulation Z, 12 C.F.R. § 226.24(c).

35. By engaging in the violations of TILA and Regulation Z set forth in paragraph 34 above, Defendants have also violated the FTC Act.

SUBTITLE A OF TITLE V OF THE GLB ACT AND THE PRIVACY RULE

36. Since July 1, 2001, financial institutions subject to the FTC's enforcement jurisdiction have been obligated to comply with Subtitle A of Title V of the GLB Act and the FTC's Privacy Rule. 15 U.S.C. §§ 6801-09; 16 C.F.R. § 313.18(a).
37. Section 502 of the GLB Act, 15 U.S.C. § 6802, and Section 313.10 of the Privacy Rule, 16 C.F.R. § 313.10, generally prohibit a financial institution from disclosing to a nonaffiliated third party any nonpublic personal information of its consumers unless the financial institution provides its consumers with a privacy notice, an opt out notice, and a reasonable opportunity to opt out before any disclosure is made.

COUNT FIVE

38. Plaintiff incorporates by reference all of the foregoing paragraphs.
39. 30 Minute Mortgage Inc. is a financial institution for purposes of Subtitle A of Title V of

the GLB Act and the FTC's Privacy Rule.

40. Defendants have advertised on their websites that a 3.95% 30 year mortgage and a 3.95% APR 30 year mortgage are available from 30 Minute Mortgage Inc. Defendants' online privacy policy has described 30 Minute Mortgage Inc. as "a national mortgage lender."
41. Defendants have collected and continue to collect nonpublic personal information from their consumers through residential mortgage application forms posted on their websites.
42. Defendants have sold or are about to sell this nonpublic personal information about 30 Minute Mortgage Inc.'s consumers to nonaffiliated third parties including mortgage brokers and lenders.
43. On information and belief, Defendants have not delivered, and are not about to deliver, privacy and opt notices that comply with Sections 502 and 503 of the GLB Act, 15 U.S.C. §§ 6802 & 6803, and Sections 313.4, 313.7, and 313.9 of the Privacy Rule, 16 C.F.R. §§ 313.4, 313.7, & 313.9.
44. On information and belief, Defendants have not given, and are not about to give, consumers a reasonable opportunity to opt out of disclosures of their nonpublic personal information to nonaffiliated third parties.
45. Disclosure by Defendants of mortgage application information received by 30 Minute Mortgage Inc. to nonaffiliated third parties under these circumstances violates Subtitle A of Title V of the GLB Act and the Privacy Rule.

SUBTITLE B OF TITLE V OF THE GLB ACT

46. Section 521 of the GLB Act, 15 U.S.C. § 6821, became effective on November 12, 1999, and has since remained in full force and effect. Section 521(a) of the GLB Act, 15 U.S.C.

§ 6821(a), prohibits any person from “obtain[ing] or attempt[ing] to obtain . . . customer information of a financial institution relating to another person . . . 2) by making a false, fictitious, or fraudulent statement or representation to a customer of a financial institution.”

47. Section 527(2) of the GLB Act, 15 U.S.C. § 6827(2), defines “customer information of a financial institution” as “any information maintained by or for a financial institution which is derived from the relationship between the financial institution and a customer of the financial institution and is identified with the customer.”
48. Section 522(a) of the GLB Act, 15 U.S.C. § 6822(a), empowers the Commission to enforce Section 521 of the GLB Act, 15 U.S.C. § 6821, “in the same manner and with the same power and authority as the Commission has under the Fair Debt Collection Practices Act [“FDCPA”] to enforce compliance with such Act.” Section 814 of the FDCPA, 15 U.S.C. § 1692l, provides that “[a]ll of the functions and powers of the Commission under the [FTC Act] are available to the Commission to enforce compliance with” the FDCPA. Section 814 of the FDCPA also provides that a violation of the FDCPA “shall be deemed an unfair or deceptive act or practice in violation of” the FTC Act.

COUNT SIX

49. Plaintiff incorporates by reference all of the foregoing paragraphs.
50. In numerous instances, in connection with the marketing of residential mortgage loans, Defendants have employed pretexts to induce consumers to divulge their personal financial information. These pretexts include, but are not necessarily limited to,

representing, expressly or by implication, that 30 Minute Mortgage Inc. is a national mortgage lender and a California-based mortgage lender and/or that 30 Minute Mortgage Inc. provides 3.95% 30 year mortgage loans and 3.95% 30 year APR mortgage loans.

51. In truth and in fact, 30 Minute Mortgage Inc. is not a national mortgage lender or a California-based mortgage lender, and 3.95% 30 year mortgage loans and 3.95% 30 year APR mortgage loans are not available from 30 Minute Mortgage Inc.
52. By engaging in the above-referenced false representations to “customer[s] of a financial institution,” Defendants have fraudulently obtained from consumers “customer information of a financial institution,” including but not necessarily limited to monthly mortgage payment amounts and account/asset types and balances.
53. Therefore, Defendants’ acts or practices violate Section 521 of the GLB Act, 15 U.S.C. § 6821.

CONSUMER INJURY

54. Defendants’ unlawful acts or practices, as set forth above, have caused and continue to cause substantial injury to consumers across the United States. Absent injunctive relief by this Court, Defendants are likely to continue to injure consumers, reap unjust enrichment, and harm the public interest.

THIS COURT’S POWER TO GRANT RELIEF

55. Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), empowers this Court to grant injunctive and other ancillary relief, including consumer redress, disgorgement, and restitution, to prevent and remedy any violations of any provision of law enforced by the Commission.
56. Under Section 13(b) of the FTC Act, 15 U.S.C. § 53(b), this Court is authorized to issue a

preliminary injunction against Defendants' violations of the FTC Act, TILA, Regulation Z, the GLB Act, and the Privacy Rule, as well as such ancillary relief as restitution, disgorgement of ill-gotten gains, and the refund of monies paid to redress the injury to consumers or others resulting from violations of Section 5 of the FTC Act, TILA, Regulation Z, the GLB Act, and the Privacy Rule.

57. This Court, in the exercise of its equitable jurisdiction, may award other ancillary relief to remedy injury caused by Defendants' law violations.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, the Federal Trade Commission, requests that this Court, as authorized by Section 13(b) of the FTC Act, 15 U.S.C. § 53(b); Section 108(c) of TILA, 15 U.S.C. § 1607(c); and Sections 505(a)(7) and 522(a) of the GLB Act, 15 U.S.C. §§ 6805(a)(7) & 6822(a), and pursuant to its own equitable powers:

A. Award Plaintiff all temporary and preliminary injunctive and ancillary relief as may be necessary to avert the likelihood of consumer injury during the pendency of this action and to preserve the possibility of effective final relief;

B. Permanently enjoin Defendants from violating the FTC Act, TILA, Regulation Z, the GLB Act, and the Privacy Rule;

C. Enter judgment against Defendants and in favor of Plaintiff for each violation alleged in this complaint;

D. Award Plaintiff such relief as the Court finds necessary to redress injury to consumers or others resulting from Defendants' violations of the FTC Act, TILA, Regulation Z, the GLB Act, and the Privacy Rule, including, but not limited to, restitution, disgorgement of

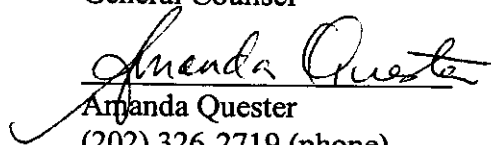
ill-gotten gains, and the refund of monies paid; and

E. Award Plaintiff the costs of bringing this action, as well as such other and additional equitable relief as the Court may determine to be just and proper.

Dated: January 8, 2003

Respectfully submitted,

William E. Kovacic
General Counsel


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3.95% 30 year mortgages...is your rate this low?

Previous

Next

Reply

Reply All

Forward

Link

Flag

Edit

Print

From: 30 Minute Mortgage <30MinuteMortgage@temd.net>

Date: Thursday, October 17, 2002 03:33

To: [REDACTED]

Subject: 3.95% 30 year mortgages...is your rate this low?

To unsubscribe see below.



I Promise Mom, All I Did Was
Fill out The online Application!

Cash-Out
30-Year Mortgage! **3.95%!**

APPLY NOW! [Click Here](#)

Go to
www.30MinuteMortgage.net
Easy Online Application!

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3.95% APR 30 Year Mortgage!



30 Minutes is all it takes!

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A LOAN

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30 Minute Mortgages

Security

At 30 Minute Mortgages your personal privacy and the security of your personal information are our primary concern. Servicing mortgage loans involves communicating personal and financial information, and we understand the need for a safe and secure environment in which to share this information. 30 Minute Mortgage believes that you should be aware of who we are, the types of information we may collect, on our Web site or through personal, telephone, electronic mail or facsimile, what we do with your personal information and your options with regard to what we do with this information. This policy is provided to you as required by the Federal Financial Privacy Law (15 U.S.C. §§ 6801-6810).

Information we collect.

When you visit our web site, or visit a 30 Minute Mortgages office you complete a qualification form or loan application that includes certain personal and financial information about you including your name, phone number, social security number, electronic mail address, income and other financial information depending on your expressed loan preference.

If you fill out a customer survey form, your name and other identifying information will not be sold or shared with any person or organization. Authorized 30 Minute Mortgages employees may use your electronic mail address or telephone number to contact you concerning your comments or questions.

Who are we?

30 Minute Mortgages is a national mortgage lender that seeks to provide residential mortgage loans to its consumers. 30 Minute Mortgageswork of branches are located throughout the United States.

How your information is used.

When you fill out a qualification or application form you may be asked to provide certain private information, including your name, phone number, social security number, electronic mail address, income and other financial information depending on your expressed loan preference. We use this information to evaluate your needs and financial capability in order to determine what, if any, mortgage loan product we can provide. In the course of doing so, we may also collect credit information from the three national credit-reporting agencies (Experian, Equifax, and Trans Union), property value information from accredited appraisal companies, automated valuation systems or public tax records. We may also contact employers, financial institutions and trades people to verify the information you provided.

How we handle your information.

The information that you provide to us is sent through the 30 Minute Mortgage system and processed by our employees, authorized vendors or contract personnel. As our vendors may keep and use your information, we recommend that you contact them directly for more information about their specific privacy policies.

Use and distribution.

As permitted by law, we may share the customer information we collect as described above with third parties with whom we have entered into joint marketing agreements, with parties contracted to provide services on our behalf, or with other third parties as permitted or required by law (See 15 U.S.C. § 6802(b)(2)), such as those listed below. Affiliates, as well as nonaffiliated third parties who perform services for or functions on behalf of 30 Minute Mortgages are provided that information, which we believe, is appropriate for their specific offer or function and are bound by strict confidentiality.

These parties may include:

- Selected administrative units within and outside of 30 Minute Mortgage that provide specific servicing of your accounts. Financial services providers with whom we share information to keep you informed about products and services for which you may be eligible, and which we believe will be of value and interest to you. Others as permitted or required by law, such as credit bureaus, government entities in response to subpoenas and other legal processes, and those with whom you have directed us to share information.

Security.

This site has security measures in place to protect the loss, misuse and alteration of the information under our control. The security of your personal information is our first priority at 30 Minute Mortgages. We have taken extraordinary measures to make sure that only authorized people see the information you send to us.

Secure Web Pages.

All of the pages on our Web site that ask for your personal and financial information are delivered to your browser through HTTPS, a secure mode of communication. You can check this encryption by checking for the key (Netscape) or lock (Internet Explorer) icon on your browser.

Encryption.

When you send your personal and financial information to us, it is protected by SSL (Secure Sockets Layer) Technology. SSL does not allow anyone to intercept and read your personal information. When you send your information to us, SSL encrypts it (translates the data into a string of gibberish characters). Only we can decode the encryption.

Firewall Protection.

Your financial information is not kept on 30 Minute Mortgages Web server, but on a different computer that is separated from the Internet. Even in the unlikely event that 30 Minute

Mortgages Web site is "hacked," your data will still remain securely out of reach.

Deleting your information.

Federal and state regulations require that we store completed loan requests for various periods of time. In order to comply with these regulations, we cannot delete information from our databases. We store all of the information you might provide securely. You can view our security section to learn more about how we do this.

30 Minute Mortgages may change its policy from time to time, but you can always review our current policy on this Web page.

If you have questions or concerns regarding this privacy policy, you should contact the Loan Officer you are working with who directed you to this site.

**REQUEST
A LOAN**



Equal Housing Lender.

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30 Minute Mortgages

About Us

30 Minute Mortgages Inc. is a fast growing full service California based Mortgage Lender with outstanding products and a complete portfolio of Real Estate Loans, including Conforming, Non-Conforming, Commercial, Investment and Government Loans. We are a Niche Product lender and specialize in Stated and No Document Loans. To get started click on **Apply NOW!**

To fill out the application you have 2 choices. The first choice is using the **"Apply Now"** option on the main page or our **"Request a Loan"** button shown below. Simply fill out the Application, check that all fields are complete, confirm that it's complete by choosing the "Yes" field on the bottom of the page, and submit it.

You also have the option to complete the Application at a later time. At the beginning of the application it will ask for your Email address and will ask you to create a password. If you are unable to finish please go to the bottom of the application and choose "No" where it asks you if the application is complete, then click the **"Save and/or Submit Application"** button. When you come back to finish the application you will go to the **"Continue"** option on the main page, enter your Email address and the Password you created. You will then be able to finish the application.

**REQUEST
A LOAN**



Equal Housing Lender.

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